

REMARKS

In the Final Office Action¹, the Examiner rejected claims 1-5 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,873,071 to Ferstenberg et al. ("*Ferstenberg*"); rejected claims 6-8 under 35 U.S.C. § 103(a) as being unpatentable over *Ferstenberg*; and rejected claim 9 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,873,071 to Conklin et al. ("*Conklin*").

Applicants propose to amend claims 1-7 and 9 and cancel previously withdrawn claims 10-15. Claims 1-9 will remain pending.

Applicants respectfully traverse the rejection of claims 1-5 under 35 U.S.C. § 102(b) as being anticipated by *Ferstenberg*.

Claim 1, as amended, recites a content distribution system, including, for example,

a seller information processing apparatus;

a buyer information processing apparatus;

an escrow agent computer; and

a content distribution intermediary system connected to the seller information processing apparatus, the buyer information processing apparatus, and the escrow agent computer, wherein the content distribution intermediary system comprises . . .

Ferstenberg does not disclose at least the claimed content distribution intermediary system.

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

Ferstenberg discloses a “computer system[] that facilitates an automatic exchange of commodities between users according to the user’s goals” (col. 1, lines 6-10). The users are “represented by electronic agents . . . that interact with an electronic intermediary . . . the agents conduct negotiations by exchanging electronic messages with the intermediary” (col. 12, lines 37-50). *Ferstenberg* does not disclose any other parties that are involved except for the users and the intermediary (see Fig. 4). *Ferstenberg* does not disclose “a content distribution intermediary system connected to the seller information processing apparatus, the buyer information processing apparatus, and the escrow agent computer” (emphasis added), as recited in claim 1.

Accordingly, *Ferstenberg* cannot anticipate claim 1. Claims 2-5 depend from claim 1, and are thus allowable over *Ferstenberg* for at least the same reasons as claim 1.

Applicants respectfully traverse the rejection of claims 6-8 under 35 U.S.C. §103(a) as being unpatentable over *Ferstenberg*. A *prima facie* case of obviousness has not been established.

Independent claim 6, as amended, recites a method including, for example,

generating escrow processing information about the purchase-and-sale contract for the media content for processing by an escrow agent; [and]

transmitting the escrow processing information to the escrow agent, wherein the escrow agent tracks status of payment for the media content based on the escrow processing information and generates a money transfer completion message based on the status and the escrow processing information.

Ferstenberg does not disclose “generating escrow processing information about the purchase-and-sale contract to an escrow agent” and does not disclose generating escrow processing information that is specific information about a purchase-and-sale contract for media content that is generated to be processed by an escrow agent.

Accordingly, *Ferstenberg* fails to render the subject matter recited in claim 6 obvious. Independent claim 7, though of different scope than claim 1, is allowable for at least the same reasons as claim 6.

Applicants respectfully traverse the rejection of claim 9 under 35 U.S.C. §103(a) as being unpatentable over *Conklin*. A *prima facie* case of obviousness has not been established.

Independent claim 9, as amended, recites a method including, for example,

determining whether the buyer information processing apparatus requested a clip representative of the media content;

generating data to output the clip through the first web page;
and

sending the clip to the buyer information processing apparatus.

Conklin fails to disclose at least the claimed determining and generating.

Conklin discloses, “a negotiations engine for iterative bargaining which : enables a sponsor to create and administer a community between . . . buyers and sellers having similar interests; allows a buyer . . . to search and evaluate seller information, propos and negotiate, orders and counteroffers . . . , request sample quantities, and track activity.” *Conklin* does not teach or suggest, “determining whether the buyer information processing apparatus requested a clip representative of the media content; [and] generating data to output the clip through the first web page,” as recited in claim 9.

Accordingly, *Conklin* fails to render the subject matter recited in claim 9 obvious.


In view of the foregoing remarks, Applicants respectfully request entry of this Amendment After Final, reconsideration of this application, and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to Deposit Account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: October 16, 2008

By: 

Eli Mazour
Reg. No. 59,318
direct (202) 408-4320